

FOR OFFICIAL USE ONLY

FEDERAL BUREAU OF INVESTIGATION
MARYLAND CORRECTIONS TASK FORCE
MEMORANDUM OF UNDERSTANDING

PARTIES

~~This Memorandum of Understanding (MOU) is entered into by and between the Federal~~
Bureau of Investigation (FBI) and the United States Attorney's Office, the Maryland Department of Public Safety and Correctional Services, the Drug Enforcement Administration, the Baltimore Police Department, Alcohol, Tobacco and Firearms, and the United States Marshals Service. Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between these agencies.

AUTHORITIES

1. Authority for the FBI to enter into this agreement can be found at Title 28, United States Code (U.S.C.), Section (§) 533; 42 U.S.C. § 3771; Title 28, Code of Federal Regulations (C.F.R.), § 0.85; and applicable United States Attorney General's Guidelines. Authority for DEA to enter into this agreement can be found at 21 U.S.C. section 873(a)(7) and 28 U.S.C. section 530C.

PURPOSE

2. The purpose of this MOU is to delineate the responsibilities of the Maryland Corrections Task Force (MDCTF) participants, maximize inter-agency cooperation, and formalize relationships between the participating agencies for policy guidance, planning, training, public and media relations. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof.

MISSION

3. The mission of the MDCTF is to integrate participating agencies' resources to successfully identify, investigate, and prosecute violations of federal criminal statutes pertaining to public corruption and civil rights involving local, state, and federal officials or entities, with a particular emphasis on those related to the correctional institutions in the state of Maryland. The

FOR OFFICIAL USE ONLY

This document is the property of the FBI and is loaned to your agency.
Neither it nor its contents may be released without authorization by FBI Headquarters.

194C-BA-111691-18 DAN



FOR OFFICIAL USE ONLY

MDCTF will enhance the effectiveness of federal/state/local law enforcement resources through a well-coordinated initiative seeking the most effective investigative/prosecutive avenues by which to convict and incarcerate offenders.

FOR OFFICIAL USE ONLY

This document is the property of the FBI and is loaned to your agency.
Neither it nor its contents may be released without authorization by FBI Headquarters.

FOR OFFICIAL USE ONLY

SUPERVISION AND CONTROL

A. Supervision

4. Overall management of the MDCTF shall be the shared responsibility of the participating agency heads and/or their designees.

5. The Special Agent in Charge (SAC) of the Baltimore Division of the FBI shall ~~designate one Supervisory Special Agent (SSA) to supervise day-to-day operational and~~ investigative matters pertaining to the MDCTF.

6. Responsibility for conduct of each MDCTF member, both personally and professionally, shall remain with the respective agency head and each agency shall be responsible for the actions of its respective employees.

7. Each MDCTF member will be subject to the laws, regulations, policies, and personnel rules applicable to those of his or her respective agency. FBI participants will continue to adhere to the Bureau's ethical standards, including Department of Justice (DOJ)/FBI regulations relating to outside employment and prepublication review matters, and will remain subject to the Supplemental Standards of Ethical Conduct for employees of the DOJ.

8. Each MDCTF member will continue to report to his or her respective agency head for non-investigative administrative matters not detailed in this MOU.

9. Continued assignment to the MDCTF will be based on performance and at the discretion of each MDCTF member's respective supervisor. The FBI SAC/SSA will also retain discretion to remove any member from the MDCTF.

B. Case Assignments

10. The FBI SSA with designated oversight for operational and investigative matters will be responsible for opening, monitoring, directing, and closing MDCTF investigations in accordance with existing FBI policy and the applicable United States Attorney General's Guidelines.

11. Assignments of cases to personnel will be based on, but not limited to, experience, training and performance, in addition to the discretion of the SSA with designated oversight for operational and investigative matters.

FOR OFFICIAL USE ONLY

This document is the property of the FBI and is loaned to your agency.
Neither it nor its contents may be released without authorization by FBI Headquarters.

FOR OFFICIAL USE ONLY

12. For FBI administrative purposes, MDCTF cases will be entered into the relevant FBI computer system.

13. MDCTF members will have equal responsibility for each case assigned. MDCTF personnel will be totally responsible for the complete investigation from predication to resolution.

C. Resource Control

14. The head of each participating agency shall retain control of resources dedicated by that agency to the MDCTF, including personnel, as well as the continued dedication of those resources. The participating agency head or designee shall be kept fully apprised of all investigative developments by his or her subordinates.

OPERATIONS

A. Investigative Exclusivity

15. It is agreed that matters designated to be handled by the MDCTF will not knowingly be subject to non-MDCTF law enforcement efforts by any of the participating agencies. It is incumbent on each agency to make proper internal notification regarding the MDCTF's existence and areas of concern.

16. It is agreed that there is to be no unilateral action taken on the part of the FBI or participating agencies relating to MDCTF investigations or areas of concern. All law enforcement actions will be coordinated and cooperatively carried out.

17. MDCTF investigative leads outside of the geographic areas of responsibility for FBI Baltimore Division will be communicated to other FBI offices for appropriate investigation.

B. Informants

18. The disclosure of FBI informants to non-MDCTF members will be limited to those situations where it is essential to the effective performance of the MDCTF. These disclosures will be consistent with applicable FBI guidelines.

19. Non-FBI MDCTF members may not make any further disclosure of the identity of an FBI informant, including to other members of the MDCTF. No documents which identify,

FOR OFFICIAL USE ONLY

This document is the property of the FBI and is loaned to your agency.
Neither it nor its contents may be released without authorization by FBI Headquarters.

FOR OFFICIAL USE ONLY

tend to identify, or may indirectly identify an FBI informant may be released without prior FBI approval.

20. In those instances where a participating agency provides an informant, the FBI may, with the consent of the participating agency supplying the informant, become solely responsible for the informant's continued development, operation, and compliance with necessary administrative procedures regarding operation, and compliance with necessary administrative procedures regarding operation and payment as set forth by the FBI.

21. The United States Attorney General's Guidelines and FBI policy and procedure for operating FBI informants and confidential human sources (CHSs) shall apply to all FBI informants and CHSs opened and operated in furtherance of MDCTF investigations. Documentation of, and any payments made to, FBI informants and CHSs shall be in accordance with FBI policy and procedure.

22. Operation, documentation, and payment of solely state, county, or local informants and CHSs opened and operated by non-FBI MDCTF members in furtherance of MDCTF investigations must be in accordance with the United States Attorney General's Guidelines. Documentation of state, county, or local informants and CHSs opened and operated in furtherance of MDCTF investigations shall be maintained at an agreed to location.

23. Appropriate training will be provided by the FBI to non-FBI MDCTF members concerning all applicable Federal guidelines regarding informants and CHSs.

C. Reports and Records

24. All investigative reporting will be prepared in compliance with existing FBI policy. Subject to pertinent legal and/or policy restrictions, copies of pertinent documents created by each member of the MDCTF will be made available for inclusion in the respective investigative agencies' files as appropriate.

25. MDCTF reports prepared in cases assigned to state, county, or local participants will be maintained at an FBI approved location; original documents will be maintained by the FBI.

26. Records and reports generated in MDCTF cases which are opened and assigned by the FBI SSA with designated oversight for investigative and personnel matters will be maintained in the FBI investigative file for MDCTF.

FOR OFFICIAL USE ONLY

This document is the property of the FBI and is loaned to your agency.
Neither it nor its contents may be released without authorization by FBI Headquarters.

FOR OFFICIAL USE ONLY

27. MDCTF investigative records maintained at the Baltimore Division of the FBI will be available to all MDCTF members, as well as their supervisory and command staff subject to pertinent legal, administrative and /or policy restrictions.

28. All evidence and original tape recordings (audio and video) acquired by the FBI during the course of the MDCTF investigations will be maintained by the FBI. The FBI's rules and policies governing the submission, retrieval and chain of custody will be adhered to by MDCTF personnel.

29. All MDCTF investigative records will be maintained at an approved FBI location. Placement of all or part of said information into participating agency files rests with the discretion of supervisory personnel of the concerned agencies, subject to SSA approval.

30. Classified information and/or documents containing information that identifies or tends to identify an FBI informant shall not be placed in the files of participating agencies unless appropriate FBI policy has been satisfied.

INFORMATION SHARING

31. No information possessed by the FBI, to include information derived from informal communications by the MDCTF member with personnel of the FBI, may be disseminated by the MDCTF member to non-MDCTF personnel without the permission of the MDCTF member's designated FBI MDCTF Supervisor and in accordance with the applicable laws and internal regulations, procedures or agreements between the FBI and the participating agencies that would permit the participating agencies to receive that information directly. Likewise, the MDCTF member will not provide any participating agency information to the FBI that is not otherwise available to it unless authorized by appropriate participating agency officials. The participating agencies agree, to the extent permitted by law, to cooperate in the conduct of internal agency investigations and inquiries into the conduct of their employees arising out of the performance of this agreement.

32. Participating Agencies agree that there will be no unilateral action taken relating to the MDCTF investigations. All MDCTF law enforcement actions will be coordinated and cooperatively carried out.

PROSECUTIONS

FOR OFFICIAL USE ONLY

This document is the property of the FBI and is loaned to your agency.
Neither it nor its contents may be released without authorization by FBI Headquarters.

FOR OFFICIAL USE ONLY

33. MDCTF investigative procedures, whenever practicable, are to conform to the requirements which would allow for either federal or state prosecution.

34. A determination will be made on a case-by-case basis whether the prosecution of MDCTF cases will be at the state or federal level. This determination will be based on the evidence obtained and a consideration of which level of prosecution would be of the greatest benefit to the overall objectives of the MDCTF.

~~35. In the event that a state or local matter is developed that is outside the jurisdiction of the FBI or it is decided to prosecute a MDCTF case at the state or local level, the FBI agrees to provide all relevant information to state and local authorities.~~

A. Investigative Methods/Evidence

36. For cases assigned to an FBI Special Agent or in which FBI informants or CHSs are utilized, the parties agree to conform to federal standards concerning evidence collection, processing, storage, and electronic surveillance. However, in situations where the investigation will be prosecuted in the State Court where statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by FBI case agents shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.

37. In all cases assigned to state, county, or local law enforcement participants, the parties agree to utilize federal standards pertaining to evidence handling and electronic surveillance activities to the greatest extent possible. However, in situations where the statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by state and local law enforcement agencies shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.

38. The use of other investigative methods (search warrants, interceptions of oral communications, etc.) and reporting procedures in connection therewith will be consistent with the policies and procedures of the FBI.

B. Undercover Operations

39. All MDCTF undercover operations will be conducted and reviewed in accordance with FBI guidelines and the Attorney General's Guidelines on Federal Bureau of Investigation Undercover Operations. All participating agencies may be requested to enter into an additional

FOR OFFICIAL USE ONLY

This document is the property of the FBI and is loaned to your agency.
Neither it nor its contents may be released without authorization by FBI Headquarters.

FOR OFFICIAL USE ONLY

agreement if a member of the participating agency is assigned duties which require the officer to act in an undercover capacity.

DEADLY FORCE AND SHOOTING INCIDENT POLICIES

40. ~~Members of the MDCTF will follow their own agency's policy concerning~~
firearms discharge and use of deadly force.

DEPUTATIONS

41. Local and state law enforcement personnel designated to the MDCTF, subject to a limited background inquiry, may be sworn as federally deputized Special Deputy United States Marshals, with the FBI securing the required deputation authorization. These deputations should remain in effect throughout the tenure of each investigator's assignment to the MDCTF or until the termination of the MDCTF, whichever comes first.

42. Administrative and personnel policies imposed by the participating agencies will not be voided by deputation of their respective personnel.

VEHICLES

43. In furtherance of this MOU, employees of a Law Enforcement Agency (LEA) may be permitted to drive FBI owned or leased vehicles for official MDCTF business and only in accordance with applicable FBI rules and regulations, including those outlined in the FBI Manual of Administrative Operations and Procedures (MAOP), Part I, Section 3.1. The assignment of an FBI owned or leased vehicle to a LEA MDCTF member will require the execution of a separate Vehicle Use Agreement.

44. The participating agencies agree that FBI vehicles will not be used to transport passengers unrelated to MDCTF business.

45. The FBI and the United States will not be responsible for any tortious act or omission on the part of LEA and/or its employees or for any liability resulting from the use of an FBI owned or leased vehicle utilized by an LEA MDCTF member, except where liability may fall under the provisions of the Federal Tort Claims Act (FTCA), as discussed in the Liability Section herein below.

FOR OFFICIAL USE ONLY

This document is the property of the FBI and is loaned to your agency.
Neither it nor its contents may be released without authorization by FBI Headquarters.

FOR OFFICIAL USE ONLY

46. The FBI and the United States shall not be responsible for any civil liability arising from the use of an FBI owned or leased vehicle by an LEA task force member while engaged in any conduct other than his or her official duties and assignments under this MOU. The parties recognize that federal law does not allow federal agencies to enter into open-ended hold-harmless agreements. Accordingly, the liability of participating federal agencies will be limited to that which is allowed by the Federal Tort Claims Act.

~~47. To the extent permitted by applicable law, LEA agrees to hold harmless the FBI and the United States, for any claim for property damage or personal injury arising from any use of an FBI owned or leased vehicle by an LEA MDCTF member which is outside the scope of his or her official duties and assignments under this MOU.~~

SALARY/OVERTIME COMPENSATION

48. The FBI and LEA agree to assume all personnel costs for their MDCTF representatives, including salaries, overtime payments and fringe benefits consistent with their respective agency.

49. Subject to funding availability and legislative authorization, the FBI will reimburse to LEA the cost of overtime worked by non-federal MDCTF members assigned full-time to MDCTF, provided overtime expenses were incurred as a result of MDCTF-related duties. A separate Cost Reimbursement Agreement (CRA) must be executed between the FBI and LEA for full-time employee(s) assigned to MDCTF, consistent with regulations and policy. Otherwise, overtime shall be compensated in accordance with applicable LEA overtime provisions and shall be subject to the prior approval of appropriate personnel.

PROPERTY AND EQUIPMENT

50. Property utilized by the MDCTF in connection with authorized investigations and/or operations and in the custody and control and used at the direction of the MDCTF, will be maintained in accordance with the policies and procedures of the agency supplying the equipment. Property damaged or destroyed which was utilized by MDCTF in connection with authorized investigations and/or operations and is in the custody and control and used at the direction of MDCTF, will be the financial responsibility of the agency supplying said property.

FUNDING

FOR OFFICIAL USE ONLY

This document is the property of the FBI and is loaned to your agency.
Neither it nor its contents may be released without authorization by FBI Headquarters.

FOR OFFICIAL USE ONLY

51. This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the parties hereto of the tasks and methods for performing the tasks described herein. Unless otherwise agreed in writing, each party shall bear its own costs in relation to this MOU. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that the above language in no way implies that Congress will appropriate funds for such expenditures.

FORFEITURES

52. The FBI shall be responsible for processing assets seized for federal forfeiture in conjunction with MDCTF operations.

53. Asset forfeitures will be conducted in accordance with federal law, and the rules and regulations set forth by the FBI and DOJ. Forfeitures attributable to MDCTF investigations may be equitably shared with the agencies participating in the MDCTF.

DISPUTE RESOLUTION

54. In cases of overlapping jurisdiction, the participating agencies agree to work in concert to achieve the MDCTF's objectives.

55. The participating agencies agree to attempt to resolve any disputes regarding jurisdiction, case assignments, workload, etc., at the field level first before referring the matter to supervisory personnel for resolution.

MEDIA RELEASES

56. All media releases and statements will be mutually agreed upon and jointly handled according to FBI and participating agency guidelines.

57. Press releases will conform to DOJ Guidelines regarding press releases. No release will be issued without FBI final approval.

SECURITY CLEARANCES

58. Thirty days prior to being assigned to the MDCTF, each candidate will be required to furnish pages 1, 2, 3, 9 (certification only), and 10 of the Questionnaire for Sensitive Positions

FOR OFFICIAL USE ONLY

This document is the property of the FBI and is loaned to your agency.
Neither it nor its contents may be released without authorization by FBI Headquarters.

FOR OFFICIAL USE ONLY

(SF-86). Sometime thereafter, a representative from the FBI will conduct an interview of each candidate.

59. If, for any reason, a candidate is not selected, the participating agency will be so advised and a request will be made for another candidate.

60. Upon being selected, each candidate will receive a comprehensive briefing on FBI field office security policies and procedures. During the briefing, each candidate will execute non-disclosure agreements (SF-312 and FD-868), ~~as may be necessary or required by the FBI.~~

61. When FBI space becomes available, before receiving access, MDCTF members will be required to undergo a full background investigation and receive and maintain a "Top Secret" security clearance. In addition, MDCTF members will also be required to fully complete the SF-86 and the required fingerprint cards. In the interim, MDCTF members will not be allowed unescorted access to FBI space.

62. Upon departure from the MDCTF, each candidate will be given a security debriefing and reminded of the provisions contained in the non-disclosure agreement previously agreed to by the MDCTF member.

LIABILITY

63. The participating agencies acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to the MDCTF.

64. The participating agency shall immediately notify the FBI of any civil, administrative, or criminal claim, complaint, discovery request, or other request for information of which the agency receives notice, concerning or arising from the conduct of personnel assigned to the MDCTF or otherwise relating to the MDCTF.

65. In the event that a civil claim or complaint is brought against a state or local officer assigned to the MDCTF, the officer may request legal representation and/or defense by DOJ, under the circumstances and pursuant to the statutes and regulations identified below.

66. For the limited purpose of defending against a civil claim arising from alleged negligent or wrongful conduct under common law under the FTCA, 28 U.S.C. § 1346(b), and §§ 2671-2680: An officer who has been specially deputized and who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and

FOR OFFICIAL USE ONLY

This document is the property of the FBI and is loaned to your agency.
Neither it nor its contents may be released without authorization by FBI Headquarters.

FOR OFFICIAL USE ONLY

assignments pursuant to this MOU may request to be certified by the Attorney General or his designee as having acted within the scope of federal employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(2). Upon such certification, the officer will be considered an "employee" of the United States government for the limited purpose of defending the civil claim under the FTCA, and the claim will proceed against the United States as sole defendant. 28 U.S.C. § 2679(d)(2). Once an individual is certified as an employee of the United States for purposes of the FTCA, the United States is substituted for the employee as the sole defendant with respect to any tort claims. Decisions regarding certification of employment under the FTCA are made on a case-by-case basis, and the FBI cannot guarantee such certification to any MDCTF member.

67. For the limited purpose of defending against a civil claim arising from an alleged violation of the U.S. Constitution pursuant to 42 U.S.C. § 1983 or Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971): An officer who has been specially deputized and who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request individual-capacity representation by DOJ to defend against the claims. 28 C.F.R. §§ 50.15, 50.16. Any such request for individual-capacity representation must be made in the form of a letter from the individual defendant to the U.S. Attorney General. The letter should be provided to Chief Division Counsel (CDC) for the FBI Baltimore Division, who will then coordinate the request with the FBI Office of the General Counsel. In the event of an adverse judgment against the individual officer, he or she may request indemnification from DOJ. 28 C.F.R. § 50.15(c)(4). Requests for DOJ representation and indemnification are determined by DOJ on a case-by-case basis. The FBI cannot guarantee the United States will provide legal representation or indemnification to any federal, state or local law enforcement officer.

68. Liability for any conduct by an MDCTF member undertaken outside of the scope of his or her assigned duties and responsibilities under this MOU shall not be the responsibility of the FBI or the United States and shall be the sole responsibility of the respective employee and/or agency involved.

DURATION

69. The term of this MOU is for the duration of the MDCTF's operations, contingent upon approval of necessary funding, but may be terminated at any time upon written mutual consent of the agency involved.

FOR OFFICIAL USE ONLY

This document is the property of the FBI and is loaned to your agency.
Neither it nor its contents may be released without authorization by FBI Headquarters.

FOR OFFICIAL USE ONLY

70. Any participating agency may withdraw from the MDCTF at any time by written notification to the SSA with designated oversight for investigative and personnel matters or program manager of the MDCTF at least 30 days prior to withdrawal.

71. Upon termination of this MOU, all equipment provided to the MDCTF will be returned to the supplying agency/agencies. In addition, when an entity withdraws from the MOU, the entity will return equipment to the supplying agency/agencies. Similarly, remaining agencies will return to a withdrawing agency any unexpended equipment supplied by the withdrawing agency during any MDCTF participation.

MODIFICATIONS

72. This agreement may be modified at any time by written consent of all involved agencies.

73. Modifications to this MOU shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

FOR OFFICIAL USE ONLY

This document is the property of the FBI and is loaned to your agency.
Neither it nor its contents may be released without authorization by FBI Headquarters.

FOR OFFICIAL USE ONLY

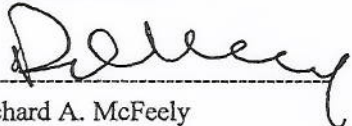
will return to a withdrawing agency any unexpended equipment supplied by the withdrawing agency during any MDCTF participation.

MODIFICATIONS

72. This agreement may be modified at any time by written consent of all involved agencies.

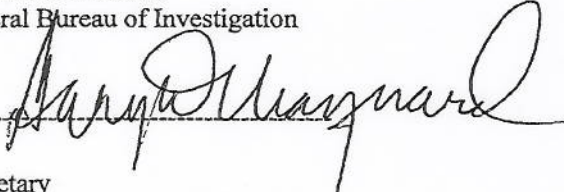
~~73. Modifications to this MOU shall have no force and effect unless such~~
modifications are reduced to writing and signed by an authorized representative of each participating agency.

SIGNATORIES



Richard A. McFeely
Special Agent in Charge
Baltimore Division
Federal Bureau of Investigation

3/20/11
Date



Secretary
Maryland Department of Public Safety
and Correctional Services

1-14-2011
Date

Date

Special Agent in Charge
Baltimore Division
Drug Enforcement Administration

FOR OFFICIAL USE ONLY

This document is the property of the FBI and is loaned to your agency.
Neither it nor its contents may be released without authorization by FBI Headquarters.

FOR OFFICIAL USE ONLY



Date 2/24/2011

Special Agent in Charge
Washington Field Division
Drug Enforcement Administration

Date

Baltimore Division
United States Marshal's Service

Date

Commissioner
Baltimore Police Department

FOR OFFICIAL USE ONLY

This document is the property of the FBI and is loaned to your agency.
Neither it nor its contents may be released without authorization by FBI Headquarters.